

**AMENDMENT BY RESTATEMENT
OF DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
CHARTER POINT, DUVAL COUNTY, FLORIDA**

This Amendment by Restatement of Declaration of Covenants and Restrictions made this 21st day of April, 2010, by Charter Point Community Association, Inc, ("The Association"), Assignee of Charter Land & Housing, Inc., Western Grain International, Inc., and Riverside Group Inc., ("The Developer") by assignment recorded in Official Records of Duval County, Florida, volume 5894, p.384,

WITNESSETH

WHEREAS, the Developer in respect of certain real property situated in Duval County has heretofore filed among the public records of Duval County, Florida, certain Covenants and Restrictions (as hereinafter defined); and

WHEREAS, the Association, with authority derived through the Assignment from the Developer as set forth above, and the Owners desire to make certain amendments to the Consolidated Covenants and Restrictions in accordance with Article V, Section 5 of the CONSOLIDATION AND AMENDMENT OF BY RESTATEMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR CHARTER POINT, DUVAL COUNTY, FLORIDA, recorded in volume 5745, pages 339 et seq. of the official records of Duval County, Florida; and

WHEREAS, the Association with respect to the amendments and complete restatement of the Covenants and Restrictions embodied herein has obtained the written consent of the owners of 182 of the lots, constituting more than 75% of the owners of Lots in Charter Point, as required in Article V, Section 5, of the CONSOLIDATION AND AMENDMENT OF BY RESTATEMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR CHARTER POINT, DUVAL COUNTY, FLORIDA, recorded in volume 5745, pages 339 et seq. of the official records of Duval County, Florida,

NOW, THEREFORE, the Owners and the Developer, through the initiative of the Association, do hereby amend, rename, and restate the Covenants and Restrictions so that from the Effective Date (as hereinafter defined), the real property described in Article II hereof is and shall be held, used, transferred, sold, conveyed, given, donated, leased and occupied subject to the covenants, restrictions, conditions, easements, and affirmative obligations set forth in this Declaration.

ARTICLE I: DEFINITIONS

The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings herein:

- (a) "Association" means Charter Point Community Association, Inc., a Florida nonprofit corporation, its successors and assigns. The Association is the assignee of the rights of the Developer of Charter Point to enforce the Covenants.
- (b) "Covenants and Restrictions" means the present Declaration, in the context of the following history of covenants and restrictions recorded among the public records of Duval County, Florida, as amended, all of which are hereby superseded:

<u>Date of Filing</u>	<u>O.R. Volume and Page No.</u>	<u>Name of Subdivision</u>
March 14, 1973	Vol. 3840 pg. 18	Charter Point, Unit One
March 12, 1975	Vol. 3885 pg. 650	Charter Point, Unit Two
May 19, 1977	Vol. 4389 pg. 1037	Charter Point, Unit Three
March 29, 1979	Vol. 4846 pg. 94	Charter Point, Unit Four
May 10, 1979	Vol. 4880 pg. 1030	Charter Point, Unit Five
January 10, 1984	Vol. 5745 pg. 340	Consolidation and Revision

- (c) "Developer" means Charter Land & Housing, Inc., renamed Western Grain International, Inc., and subsequently Riverside Group, Inc., a Florida corporation, its successors and assigns.
- (d) "Effective Date" means the date when this Declaration is recorded among the public records of Duval County, Florida.
- (e) "Lot" means any residential subdivision lot within the defined area of Charter Point, which is intended for use as a site for a single family detached dwelling established by a plat of any portion of the Properties recorded among the public records of Duval County, Florida.
- (f) "Nonconforming Uses and Structures" refers to some structures or to some uses of property which, as of the Effective Date, are out of compliance with these requirements or prohibitions. Specifically, the term refers to those situations on Lots which would normally be violations, but which have been granted an exception or

variance by the Developer or the Association, or which have been adjudicated in favor of the owner, and it also refers to situations which have passed the applicable statute of limitations so that legal enforcement has become impossible. However, the term does not apply to existing violations known or unknown to the Association which do not meet one of the criteria specified in the preceding sentence

- (g) "Owner" means the owner of a Lot in Charter Point, as shown by the public records of Duval County, Florida, whether it be one or more persons, firms, associations, corporations, or other legal entities in whom is vested fee simple title to any Lot, but shall not mean the holder of any mortgage or lien encumbering a Lot unless and until such holder has acquired title by foreclosure or otherwise; nor shall the term "Owner" mean any lessee or tenant of an Owner. To the extent necessary for determination of any right or responsibility herein, any named person or corporation in the title shall have the right and power to act as the owner of the property and each and every person or corporation shall be personally responsible, jointly and severally with the other owners, for duties and responsibilities, including financial responsibilities, contained herein.
- (h) "Properties" means the land described in Article II of this Declaration and any additions thereto, as are subjected to Declaration under the provisions of Article II.
- (i) "Charter Point" means any and all of the real property defined in Article II and Exhibit A relating thereto.

ARTICLE II: PROPERTIES

The real property which is and shall be held, used, transferred, sold, conveyed, given, donated, leased, and occupied subject to this Declaration and the covenants and restrictions contained herein is described in Exhibit A attached hereto and made a part hereof.

ARTICLE III: RESTRICTIONS

A: PROCEDURES

Manner of Requesting Approval

Wherever in these covenants and restrictions the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Association. The Association shall promptly reply to each request, but may require additional information before making a decision.

The Board of the Association must approve all requests in writing, which may include electronic communications, provided that a permanent copy may be preserved. No individual officer, including the President of the Association, shall have the power to waive compliance with any provision herein, nor to grant a variance.

Actions Taken Without Approval

Any action taken by the Owner without the written permission of the Association, acting through the entire Board or the Covenants and Restrictions Committee is at risk of being disapproved and the action corrected as required. Neither expense nor inconvenience shall be a defense to actions taken without prior authorization.

Construction, Improvement, and Repair of Structures

For the purpose of further ensuring the development and continuation of the Properties as a residential community of highest quality and standards, the Association reserves the exclusive right to control and approve all of the buildings, structures, and other improvements on each Lot in the manner and to the extent set forth herein.

1. No new residence shall be commenced, placed, erected, or allowed to remain on any Lot until building plans for the main building residence have been submitted to and approved by the Association in writing. For the main building residence, the Association shall have the right to review building plans to ensure compliance with all covenants and restrictions herein provided.

2. In order that all improvements on each Lot containing an existing residence shall present an attractive and pleasing appearance from all sides of view, no other building, fence, wall, driveway, swimming pool, or other structure or improvement, regardless of size and purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected, or allowed to remain on any Lot, nor shall any additions to or exterior change or alterations thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location, and orientation on the Lot and approximate square footage, construction schedule, and such other information as the Association shall require, including, if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or surface contours of the Land, have been submitted to and approved by the Association in writing. The Association shall act thereon in a reasonable time. The Association shall have the right to refuse to approve any such building plans and specifications and Lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely esthetic reasons. In passing upon such building plans and specifications and Lot-grading and landscaping plans, the Association may take into consideration the suitability and desirability of proposed construction and of the materials of which it is proposed to erect the same, the quality of the proposed workmanship and materials proposed to be used as the Association shall specify or require.

3. Repairs may be made to existing structures without submitting plans to the Association, but only if the nature, style, composition, and materials remain the same, and there is no substantial change in the appearance of the repaired structure. If a repair project includes a substantial change of any of the foregoing, then plans must be submitted to the Association as specified above.

4. Repairs to nonconforming structures are controlled by Article III, Section E.

5. No construction by the Association or other actions shall be deemed to be in violation of these covenants and restrictions, and to the extent that the Association takes any action, it shall be construed as being in compliance with, not subject to, or a permitted variance from, any provision herein.

B: NEW CONSTRUCTION

1. Single Family Residence Only: Two Stories Limit.

No structure shall be erected, altered, or permitted to remain on any Lot other than for use as a single family residence. Without the prior approval of the Association in writing, the height of the main residence on each Lot shall be not more than two (2) full stories above the normal surface of the ground. No building situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot.

2. Minimum Square Footage For Any Principal Residence.

(a) No one-story residence shall be erected or allowed to remain on any Lot unless the square foot area thereof, exclusive of screened porches, garages, and storage rooms, shall equal or exceed 2,000 square feet.

(b) No one and one-half story residence, no split-level residence and no two-story residence shall be erected or allowed to remain on any Lot unless the square foot area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 2,200 square feet.

3. No Garage Entrance to Face Street. No Carports.

All residences shall have a garage with a capacity for at least two (2) automobiles. Garages shall be so located that doors and entrances thereto shall not face any street or way on which the Lot abuts. L-shaped garages conforming to the foregoing are permitted. No carports shall be built on any Lot.

4. Setback For All Structures.

(a) No building or any type or kind of permanent structure (except drives and walks) or any part of any of same, shall be erected, placed or allowed in the area of any Lot lying between the front building restriction line of 25 feet and the street on which the Lot abuts; or nearer than seven and one-half feet to any interior side line of any Lot having a width at the front setback line of less than ninety feet, nor nearer than ten feet to any interior side line of any Lot having a width at the front setback line greater than ninety feet.

(b) No building or any type or kind of permanent structure shall be placed on any river front Lot nearer than 40 feet to the back Lot line or existing bulkhead, except for docks, swimming pools, and required swimming pool enclosures, which latter shall comply with paragraph (a) above.

5. Well Limitation: Water Supply.

The central water supply system, provided by the Jacksonville Electric Authority, its successors or assigns, for service to the Properties, shall be used as the sole source of water for all water spigots and outlets located within all buildings and improvements located on each Lot, and each Owner, at his expense, shall connect his water lines to the water distribution main provided to serve that Owner's Lot and shall pay water meter charges established or approved by the appropriate regulatory authority. No individual water supply system, or well, shall be permitted on any Lot except solely to supply water for use on the Lot for air-conditioning, heating and irrigation purposes, swimming pools or other exterior use. All pumps shall be located on the side or rear yard, unless, in the discretion of the Association, and only with its approval, such positioning is made impracticable due to the positioning of the Lot. All pumps shall be adequately or ornamentally screened so as not to be visible from the street.

6. Sewage Disposal.

Each Owner, at his expense, shall connect his sewage disposal line to the sewage collection line provided to serve that Owner's Lot so as to comply with the requirements of such sewage collection and disposal service of Jacksonville Electric Authority, its successors or assigns. No septic tank or other private sewage disposal unit shall be installed or maintained on any Lots and no sewage shall be discharged onto the open ground or into any river, marsh, pond, creek, park, ravine, drainage ditch, or canal access way.

7. No Overhead Wires.

All telephone, electric, and other utility lines and connections between the main utility lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided by the City of

Jacksonville, Florida, through underground primary service lines running to transformers. The Association shall have no responsibility or liability for the maintenance, operation, safety, repair, or replacement of any electrical system serving any improvements on a Lot.

C: OTHER STRUCTURES

1. Other Structures

(a) The following buildings, structures, and objects, upon written approval by the Association, may be erected and maintained on any Lot only if the same are located wholly within the rear yard of the main dwelling, and at least 25 feet away from any street: pens, houses for pets, aboveground storage of construction materials, wood, coal, and other fuels, clothes racks, lines, washing and drying equipment, laundry rooms, tool and workshops, garbage and trash cans, detached garages, hothouses, greenhouses, guest houses, bath houses, children's playhouses, summer houses, outdoor fireplaces, barbeque pits, swimming pools, or installation in connection therewith. The Association may require appropriate concealment measures.

(b) Each air/heating condensing unit must be adequately screened if visible from the street or a neighbor's yard, whether such screening presently exists or not.

(c) Above ground swimming pools are prohibited.

2. Hedges, Fences, and Walls

(a) No fence or wall shall be erected until the quality, style, color, and design shall have been first approved by the Association in writing. A hedge is defined as a line of closely spaced shrubs and/or tree species, planted in such a way as to form a barrier or to mark the boundary of a Lot. The term is applied herein only to such growth along or near a boundary line.

(b) Fences, walls, or hedges are specifically permitted if they

1 Are built, created, or maintained on a Lot only on the rear Lot line or on the interior side Lot line;

2 Are portions that join side Lot line fence, wall, or hedges to the main residence, whether gated or not, provided, that no part thereof shall be constructed closer to the street or right-of-way than the portion of the residence to which it attaches;

- (c) Hedges, fences, and walls are specifically prohibited if they
 - 1 Exceed six feet in height from the normal surface of the ground, excluding ornamentation, which shall be subject to the approval of the Association;
 - 2 Run parallel to the street in front of the house;
 - 3 Are in front of and run parallel to the front of the house;
 - 4 Enclose an area including any portion of a front yard, except for flower beds or shrubbery;
 - 5 Are closer to the right of way than twenty-five feet; or
 - 6 Are closer than 25 feet to a right-of-way line, when the house is situated on a corner Lot.

- (d) Fences and walls (but not hedges) are specifically prohibited if they are closer to the street than the nearest edge of the house.

- (e) Fences are prohibited that are
 - 1 Built with support posts unless the support posts face the side of the owner of the Lot;
 - 2 Made of Wire; or
 - 3 Made of chain link.

- (f) The following are specifically permitted with the approval of the Association, provided that they are for the purpose of decoration rather than as a barrier to entry on the Lot:
 - 1 Small landscape borders and contouring of shrubbery or flower beds, not greater than thirty inches in height;
 - 2 Atriums;
 - 3 Camouflage for air conditioners, pumps, swimming pools, and other objects which are identified herein as requiring concealment or enclosure;
 - 4 Any portion of the main residential structure approved by the Developer or the Association, whether it contains a walled courtyard, or other structure that might otherwise be construed as a violation. No approved structure shall be classified as nonconforming or a violation for any purpose.

3. Signs

All signs permitted herein are subject to the Association's approval of materials, size, height, color, design, content, appearance, location, and duration. All permitted signs shall be relatively small and may be displayed without prior approval of the Association, subject to the following provisions. The following signs are specifically permitted, and all other signs are prohibited: "FOR RENT" or "FOR SALE" signs, which may refer only to the particular premises on which displayed.

1. Discrete signs displaying the name of the owners.
2. Signs indicating the presence of security devices.
3. Signs prohibiting solicitation and/or peddling.
4. Signs specifically permitted or mandated by statute or municipal ordinance,
5. Signs warning of dangers.
6. Signs for short term special family occasions, garage sales, and open house sales.

Signs for other purposes may be posted only upon the approval of the Association.

All signs shall be removed by the Owner at the conclusion of any of the foregoing events or upon notice by the Association.

Signs may not be placed in the common areas, public property, or right of ways without Association approval, and may be summarily removed by the Association.

4. Aerials, Antennas, and Solar Panels

No radio or television aerial or antenna nor any other exterior electronic equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any portion of any Lot occupied by a building or other structure.

However, subject to the approval by the Association of the materials, size, height, color, design, and location thereof, television satellite dishes and solar energy devices are permitted, but installation thereof is subject to the procedures for prior approval of any construction contained in these covenants and restrictions.

5. Mail Boxes

Only one mail box per Lot is permitted. No mail box shall be erected or located on any Lot until the size, location, design, color, shape, and type of material for said boxes or receptacles shall have been approved by the Association.

6. Window Air Conditioners

No window air conditioning units shall be installed unless obstructed from view from the street or adjoining Lots.

7. Prohibited Living Quarters

No shed, shack, trailer, tent, or other temporary or movable building or structure of any kind for temporary or permanent living quarters shall be erected or permitted to remain on any Lot. No basement, garage, or any outbuilding or enclosure of any kind other than a guest house, even if otherwise permitted hereunder to be or remain on a Lot, shall be at any time be used as a residence either temporarily or permanently.

8. Easements

Nothing in this Declaration contained shall be construed to permit any Owner to use any Lot for road purposes or easements to any lands not contained within the Properties.

D: COMPLETION OF WORK

When the construction, repair, or maintenance of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, natural calamities, or the like.

Construction of the main residence and all related structures shown on the plans and specifications approved by the Association must be completed within twelve (12) months after the start. Prior to completion of construction, the Lot owner shall install at his expense, a suitable paved driveway from the paved portion of the abutting street to his garage entrance. During construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage the driveways), shall enter upon such Lot from the street only through the driveway. Such vehicles shall not be parked at any time on the street or upon property other than the Lot on which the construction is proceeding.

Repairs and maintenance work must be completed within ninety (90) days of commencement.

E: NONCONFORMING USES AND STRUCTURES

1. Exceptions

It is the intent of this Declaration that Nonconforming Uses and Structures as defined in Article I (f) above be permitted but shall not be enlarged upon, expanded, or extended, nor be used as grounds for adding other uses or structures which do not conform to the

provisions of this Declaration, nor to approve such nonconforming uses on other Lots. Nonconforming Uses and Structures shall be strictly regulated and controlled as follows:

- (a) Enlargement. Nonconforming Uses and Structures shall not be enlarged upon, expanded, or extended.
- (b) Movement. Nonconforming Uses and Structures shall not be moved in whole or part to any portion of a Lot other than that occupied on the Effective Date of this Declaration.
- (c) Discontinuance. If any Nonconforming Use ceases or Nonconforming Structure is removed for any reason, the nonconforming status is terminated.

2. Destruction

Where the nonconforming status applies to a structure, removal or destruction thereof shall cause such nonconforming status automatically to terminate unless the use has been granted a variance by the original Developer, the Association, or through judicial process. For the purpose of this Section, destruction of a structure shall mean damage to an extent of more than 75% of the replacement value of the structure at the time of destruction. Upon removal or destruction, subsequent structures and their uses shall conform to the provisions of this Declaration.

3. Repairs and Maintenance

Ordinary repairs and replacement not exceeding 25% of the replacement value of a nonconforming structure may be made in any twelve month period; provided that the size of the nonconforming structure shall not be increased, nor the nature, color, style, or appearance modified.

4. Existing Violations

Nothing contained in this Section or elsewhere shall be construed or deemed to permit, authorize, or approve a violation of the Covenants and Restrictions.

ARTICLE IV: ACTIVITIES AND YARD MAINTENANCE

Activities Prohibited. No illegal, noxious, or offensive activity shall be permitted or carried on, on any part of the Properties, nor shall anything be permitted or done thereon which is, or may become, a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. Only members of a single family may reside on any Lot.

Trash. No trash, garbage, rubbish, debris, waste material, recycle materials, or other refuse shall be deposited or allowed to accumulate or remain on any part of the

Properties or lands contiguous thereto. Owners are prohibited from placing such materials outside prior to 6:00 pm on the evening prior to the scheduled pickup.

No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Properties or road right of way.

Motorists' Vision. The Association shall have the right to remove or require the removal of any fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, placed or located on any Lot if the location of same will, in the sole judgement and opinion of the Association, obstructs the vision of a motorist of any street in the Properties.

Maintenance. Each Lot and all improvements thereon shall be maintained in good order and repair and kept in an attractive condition by the Owner.

Structures. The structural improvements of the residence and other permitted buildings shall be maintained in an attractive manner, including, without limitation, the roofs, gutters, downspouts, exterior building surfaces, fences, screening, glass surfaces, doors, driveways, and any other equipment, structures, improvements, additions, or attachments located and visible on the Lot.

Yards and Landscaping. The lawn and other landscaped portions of the Lot and that portion of the public right-of-way located between the Lot line and the paved portion of the street shall be maintained in a neat and attractive condition. Lots must be kept free of litter, debris, and nuisances, and undergrowth removed.

Notice. Upon notice from the Association, the Owner of a Lot shall perform the maintenance or repair specified within the time specified in the notice. The Association shall consider extensions upon documentation of need.

Uninhabited or abandoned properties. In the case of an unsuccessful attempt to notify the Owner, due to the Owner's abandonment of the property, when the property is uninhabited, the Association may enter upon the Lot to perform basic maintenance, to maintain the appearance standards of the community, at the cost of the Owner.

Waterfront Properties. Neither the properties facing the St. Johns River nor properties facing Fern Creek shall be used for any commercial purpose, nor shall any use thereof be made which is objectionable to the Association and the majority of owners fronting the subject waterway. The reference to majority in this paragraph shall separately relate to properties facing the St. Johns River and properties facing Fern Creek. With respect to all Waterfront Lots:

- (a) Each Owner shall keep his Lot and the bank adjacent to the water's edge grassed, trimmed, and cut and properly maintained so as to present a pleasing appearance, maintain the proper contour of the waterway, and

prevent erosion, after completion of construction. The bank, as defined herein, shall relate to the property between any bulkhead or the natural water's edge and the main portion of the property.

- (b) No trash, garbage, sewage, waste water (other than surface drainage and water discharged from swimming pools), rubbish, debris, ashes, or other refuse shall be deposited in the river.
- (c) No Lot shall be increased in size beyond the established bulkhead or natural water's edge by filling in the waters on which it abuts. No changes in elevations of the land shall be made which will cause change or hardship to adjoining property and any such change must provide Federal, State, and/or locally permitted drainage.
- (d) All bulkheads shall be erected within limits of the established bulkhead at a location and of materials, size, and design specific, accepted, and approved by the Association and all shall be approved in writing prior to commencement of construction.
- (e) All docks must be perpendicular to the Lot's water boundary, and no docks, boat slips, bulkheads, mooring piling or any other construction shall be erected on the waterfront without the written consent of the Association in addition to any Federal, State, or local permit required.

Trees. The Association strongly supports the preservation of the natural beauty of the neighborhood through the maintenance of trees. The wholesale removal of trees from Lots is against the policy of the Association and Owners are urged to maintain the attractive appearance of the neighborhood provided by proper tree maintenance and selection. Owners are referred to the tree preservation provisions of the Jacksonville Municipal Code.

Xeriscaping: The Jacksonville Municipal Code's definition of Xeriscaping is adopted. "Xeriscape means a landscaping method that maximizes the conservation of water by the use of site-appropriate plans and an efficient watering system. The principles of Xeriscape include planning and design, appropriate choice of plants, soil analysis which may include the use of solid waste compost, practical use of turf, efficient irrigation, appropriate use of mulches, and proper maintenance." Section 656.1203, Jacksonville Municipal Code.

The implementation or continuation of a yard upon the principle of Xeriscaping requires submission to the Association a plan, including a design showing the entire Lot, the location and designation of plants and turf, an irrigation plan, and an acceptable soil analysis. The sufficiency of the submission and approval of the plan shall be in the sole discretion of the Association. "Zeroscaping," which is defined herein as the lack of planning, is hereby prohibited.

Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or maintained on any Lot. There shall be allowed a reasonable number of domesticated dogs, cats, or other household pets provided such pets are kept for the pleasure and use of an Owner, and not for commercial purposes, none of which shall be permitted to run free. If, in the sole discretion of the Association, any of said pets become dangerous or an annoyance or nuisance to other residents of the Properties, or surrounding areas, or destructive of wildlife or property, they may not thereafter be kept on or in the premises of the Lot..

Vehicles, Boats, and Offensive Objects. Boats, recreational vehicles, motorcycles, campers, trailers, motor homes, storage "Pods" and the like, may be kept only if completely housed within the garage.

Private vehicles may not be parked on any Lot except in the required garage or in the driveway adjacent to the garage. Unused, non-functional, or derelict vehicles shall not be parked, stored, or maintained on any Lot. Vehicles and other offensive objects may not be kept or parked between the street which a Lot abuts and the structures thereon.

Private automobiles of the Owners or commercial vehicles used by Owners bearing commercial signs may not be parked except in the garage. Vehicles of commercial entities performing maintenance or construction work for the owner may be parked while work is being performed.

ARTICLE V: ENFORCEMENT

NOTICE AND PRELIMINARIES

The Association shall make an effort to negotiate a resolution of every perceived violation on any Lot with the owner prior to utilizing any enforcement procedure authorized herein. Any Owner who has received a notice relating to the enforcement of these covenants may submit a request for a stay of the proceedings or an extension of time within which to perform. Such request shall be granted only for good cause shown in the request.

OMBUDSMAN PROCEDURE

During the notification process and prior to the institution of any litigation, an Owner may request the intervention of an Ombudsman, who may be picked by the Owner from a list of non-board member owners of other properties appointed by the President of the Association. The process is non-adversarial, intended to provide the Owner with an interpretive listener with knowledge of the covenants and the processes set forth herein. The Ombudsman shall counsel the Owner and report the concerns to the Board with the goal of resolving the matter amicably.

SUMMARY ABATEMENT OF VIOLATIONS ON UNINHABITED PROPERTIES

The provisions of this section shall apply only to properties which are not being lived in by the owner or a tenant, whether through abandonment, foreclosure, or similar circumstances, and when such property is being neglected. Wherever there shall have been built, or there shall exist on any such Lot, any structure, building, thing, use, or condition which is in violation of this Declaration, the Association shall have the right to enter upon the Lot where such violation exists and summarily abate, correct, or remove the same, all at the expense of the Owner of such Lot, including a reasonable fee to the Association, all of which shall be payable by such Owner to the Association, on demand, and such entry and abatement, correction or removal, shall not be deemed a trespass or make the Association liable in any way for any damages on account thereof. Summary abatement shall be limited to violations exterior to the main residence and of violations deemed minor, except when the Owner's location is unknown and/or in situations that are clearly emergencies that threaten neighboring homes

ASSOCIATION MAY DEMAND COMPLIANCE AND IMPOSE SPECIFIC ASSESSMENTS FOR NONCOMPLIANCE

Wherever there shall have been built, or there shall exist on any Lot, any structure, building, thing, use, or condition which is in violation of this Declaration, the Association shall have the option, in its judgment, to demand compliance by the Owner in violation. Notice shall be given to the Owner as provided herein. In the event that notice is given and the Owner remains in violation after thirty days, then the Association may impose upon the Owner a specific assessment of \$25.00 per day or such other amount as may be approved by the membership of Charter Point Community Association, Inc., until the violation is cured, but not for more than thirty consecutive days per occurrence, and not more than one violation may incur the assessment simultaneously. Fines shall commence only when clearly specified by the Association, which may be contained in the original notice. Interest on the assessment, costs, and attorney fees shall be payable for collection of the assessment, whether suit is filed or not.

All sums assessed to any Lot or Owner, together with interest at the legal rate, and expenses of collection, including reasonable attorneys' fees, are personal debts of the Owner and shall additionally become a lien on such Lot in favor of the Association upon the recording of a claim of lien signed by an officer of the Association. Failure to pay any assessment shall be deemed a violation of the covenants. The Association shall mail, and may additionally email, fax, or deliver a notice of intent to file a lien when any assessment is more than 30 days delinquent, and, upon the passage of ten days thereafter without payment by the Owner, may file the lien, which is perfected upon filing without judicial action, and shall remain as an encumbrance against the property without the application of any statute of limitations

ASSOCIATION MAY SEEK JUDICIAL RELIEF

If any person, corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Association or any Owner to institute proceedings at law and/or equity for the recovery of any form of relief against those so violating or attempting to violate any such covenants and restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative with respect to all other remedies now or hereafter provided by law and by these covenants. The failure of the Association, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same or similar breach or violation occurring prior to or subsequent thereto.

Owners found in violation of the covenants and restrictions shall be obliged to pay attorney fees to the successful plaintiff in all actions seeking to prevent, correct, or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more, or any part of one restriction, shall in no wise impair the validity of the remaining restrictions or part or parts thereof.

The Association's liens and the related rights and obligations may be enforced by judicial action.

ARTICLE VI: GENERAL PROVISIONS**CLARIFICATIONS**

The Association reserves and shall have the sole right (a) to clarify this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein and (b) to release any Lot from any part of the covenants and restrictions contained in this Declaration which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Association, in its sole judgement, determines such violation to be a minor or insubstantial violation.

AMENDMENT OF RESTRICTIONS WITH CONSENT OF OWNERS

In addition to the rights of the Association provided for above, the Association reserves and shall have the right, with the consent of the persons then owning seventy five percent (75%) or more of the Lots, to amend or alter these covenants and restrictions and any part thereof in any other respects. No Owner may impose any additional covenants and restrictions on any part of the Properties.

EFFECTIVE PERIOD

The covenants and restrictions of this Declaration, as amended and added to from time to time as provided herein, unless released as herein provided, shall be covenants and restrictions running with the title to the Properties, including the individual Lots, and shall remain in full force and effect until the first day of January, A.D., 2045, and thereafter, the covenants and restrictions shall be automatically extended for successive periods of 25 years each, unless within six months prior to the first day of January, A.D. 2045, or within six months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by the then Owners of a majority of the Lots shall be placed of record in the office of the Clerk of the Circuit Court of Duval County, Florida, in which agreement any of the covenants, restrictions, reservations, and easements provided for herein may be changed, modified, waived, or extinguished in whole, or in part, as to all or any part of the Properties then subject thereto, in the manner and to the extent provided in such agreement. In the event that any such agreement shall be executed and recorded as provided for in this paragraph, these covenants and restrictions as therein modified, shall continue in force for successive periods of 25 years, unless and until further changed, modified, waived, or extinguished in the manner provided in this paragraph.

INTERPRETATION

Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation and the use of the terms "will," "must," and "should" have the same effect as the use of the term "shall." Wherever any time period is measured in days, if any such time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not so defined. The terms "Lot" and "Property" mean all of any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of Charter Point by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply, or enforce any substantive provisions.

In the event of any conflict between this Declaration of Covenants and Restrictions and the bylaws or other official documents of Charter Point Community Association, Inc., the provisions of this Declaration shall prevail. In the event of any conflict between the restrictions contained herein and the provisions of any municipal ordinance, Florida or U.S. Statute, government regulation, or the Constitution of Florida or the United States, then the more restrictive provision shall control.

CHOICE OF LAW

The laws of the State of Florida shall be applicable to all matters pertinent hereto.

NOTICES

Any notice required or authorized to be delivered to the Association may be delivered by mail or by hand delivery to the President, the Secretary, or, in the absence of either of them, then to any board member of the Association.

Any notice required or authorized to be delivered to the Owner may be delivered by mail to the address of the Lot, if that is the residence of the Owner. If the Owner does not reside at that address, then the notice may be sent to the address given to the Property Appraiser or Tax Collector of Duval County, Florida, or to the address listed on the deed to the property, if available. Notice to a corporate Owner shall be sent to the address of any officer of the Corporation or the registered agent listed with the Secretary of the State of Florida. In the event the foregoing appear to be ineffective, then a notice may be tacked on the door of the residence and such physical notice shall be deemed sufficient.

In the event the foregoing efforts are ineffective, then a notice to an Owner shall be sufficient if sent to a fax number or email address provided by the Owner to Charter Point or any of its officers for any purpose.

ARTICLE VII: MEMBERSHIP

All persons who take title to a Lot in any of the Properties in Charter Point as identified in Article II and Exhibit A after the recording of these approved Covenants and Restrictions shall be members of Charter Point Community Association, Inc., with rights as defined therein. At the point of time of the transfer of title in any manner whatsoever after the recording hereof, membership shall be conferred upon each person with resulting or continuing ownership interest, together with all of the rights and obligations of such membership. Annual maintenance assessments, special assessments, and specific assessments that are assessed by the Association pursuant to these covenants and restrictions, its bylaws, and other official documents shall be charged to and run with the land and shall also be personal obligations of the Owner and shall be paid by the owners, jointly and severally, together with interest, costs, and attorney fees at such times and in such amounts as shall be specified by the Association. Membership is non-transferrable and non-assignable, except by transfer of title of the Lot.

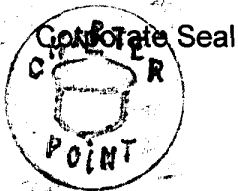
Grandfather Clause: Owners who took title prior to the recording of these approved Covenants are permanently entitled to choose each year whether to join the Association.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be affixed at Jacksonville, Duval County, Florida, this 21st day of APRIL, 2010.

CHARTER POINT COMMUNITY ASSOCIATION, INC.
A Florida Corporation not for profit,

BY *Walter L. Holton*
Walter L. Holton, President

Attest *Linda R. Hemphill*
Linda R. Hemphill, Secretary



I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Walter L. Holton and Linda R. Hemphill, to me well known and known to be the persons described in and who executed the foregoing Covenants and Restrictions, as President and Secretary, respectively, of CHARTER POINT COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, and severally acknowledged to and before me, that they executed the same as the act and deed of the corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 21st day of APRIL, 2010.

Teresa Kimbrel
Notary Public, State of Florida at Large
My commission expires:
Identification produced: Personally known



EXHIBIT A

The following described properties situate in Duval County, Florida:

Lots 1 through 13, inclusive, Block 1,
Lots 1 through 16, inclusive, Block 2,
Lots 1 through 3, inclusive, Block 3,
Lots 1 through 7, inclusive, Block 4,
Lots 1 through 7, inclusive, Block 5,
Lot 16, Block 5, Charter Point Subdivision, according to plat thereof, recorded in Plat Book 34, Pages 97 and 97A, of the current public records of Duval County, Florida.

Lots 34 through 65, inclusive, Block 2*,
Lots 8 and 9, Block 4,
Lots 17 through 26, inclusive, Block 5,
Lot 34, Block 5,
Lots 1 through 8, inclusive, Block 6,
Lots 1 through 10, inclusive, Block 7, Charter Point Unit Two, according to plat thereof, recorded in Plat Book 35, Pages 38, 38A and 38B, of the current public records of Duval County, Florida.

*Parcel "A" (All of Lot 43 and a part of Lot 42, Block 2)
Parcel "B" (Part of Lots 41 and 42, Block 2)
Parcel "C" (Part of Lots 40 and 41, Block 2)
Parcel "D" (All of Lot 39 and a part of Lot 40, Block 2)

(Parcels "A", "B", "C" and "D" platted as Lots 39 through 43, inclusive, Block 2)

Lots 8 through 15, inclusive, Block 5,
Lots 27 through 33, inclusive, Block 5,
Lots 35 through 47, inclusive, Block 5,
Lots 11 through 29, inclusive, Block 7, Charter Point Unit Three, according to plat thereof, recorded in Plat Book 35, Pages 90, 90A and 90B, of the current public records of Duval County, Florida.

Lots 17 through 25, inclusive, Block 2,
Lots 4 through 8, inclusive, Block 3,
Lots 15 through 30, inclusive, Block 4, Charter Point Unit Four, according to plat thereof, recorded in Plat Book 36, Pages 83 and 83A, of the current public records of Duval County, Florida.

Lots 1-A, and Lots 1 through 33, inclusive, Block 2,
Lots 10 through 14, inclusive, Block 4,
Lots 1 through 16, inclusive, Block 8, Charter Point Unit Five, according to plat thereof, recorded in Plat Book 36, Pages 90 and 90A, of the current public records of Duval County, Florida.